

**SERIAL 05054 C**

**SERVICE AMMUNITION (NIGP CODE 68004)**

**DATE OF LAST REVISION: July 21, 2005**

**CONTRACT END DATE: June 30, 2008**

**CONTRACT PERIOD THROUGH JUNE 30, 2008**

**TO:** All Departments

**FROM:** Department of Materials Management

**SUBJECT:** Contract for **SERVICE AMMUNITION (NIGP CODE 68004)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 30, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**AS/ks**  
Attach

**Copy to:** Clerk of the Board  
Amie Bristol, MCSO Procurement  
Kathy Sicard, Materials Management

(Please remove Serial 00108-X from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR: SERVICE AMMUNITION (NIGP CODE 68004)**

**1.0 INTENT:**

The intent of this Solicitation is to establish a contract for service ammunition. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 CARTRIDGE (NO SUBSTITUTIONS ALLOWED):**

	Caliber	Manufacturer	Load	Manufacturer Stock #
2.1.1	380 ACP	CCI/Speer	90 grain Gold Dot HP	53606
2.1.2	9X18	CCI/Speer	90 grain Gold Dot HP	03512
2.1.3	9mm	CCI/Speer	124 grain Gold Dot HP	53618
2.1.4	357 SIG	CCI/Speer	125 grain Gold Dot HP	54234
2.1.5	40 S&W	CCI/Speer	155 grain Gold Dot HP	53961
2.1.6	10MM	Winchester-Western	175 grain STHP	X10MM
2.1.7	38 special	CCI/Speer	125 grain Gold Dot HP + P	53720
2.1.8	357 magnum	Federal	158 grain Hi-shok JHP	357E
2.1.9	41 magnum	Winchester-Western	175 grain STHP	X41MSTHP2
2.1.10	44 special	CCI/Speer	200 grain Gold Dot HP	03556
2.1.11	44 magnum	Winchester-Western	210 grain STHP	X44MS
2.1.12	45 ACP	CCI/Speer	230 grain Gold Dot HP	53966
2.1.13	45 Long Colt	CCI/Speer	250 grain Gold Dot HP	23984
2.1.14	45 GAP	CCI/Speer	185 grain Gold Dot HP	53977
2.1.15	12 Gauge buck	Federal	OO tactical buckshot 9 pellet copper plated 25 3/4" shell	H132
2.1.16	12 Gauge slug	Remington	1 oz. LOW RECOIL, rifled HP	RR12RS
2.1.17	223 Rem	Federal	55 grain BTHP MATCH	T223E
2.1.18	223 Rem	Federal	55 grain BTHP Bonded SP	LE223T1
2.1.19	308 Win	Federal	168 grain BTHP MATCH	GM308M
2.1.20	30-30 Win	Federal	150 grain flat nose SP	3030A

2.2 USAGE REPORT:

The Contractor shall furnish the County upon request a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.4 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.6 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.7 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.8 BRAND NAME:

**Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.**

2.9 SAMPLES:

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.10 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.10.1 Documentation from the manufacturer that the product or model has been discontinued.

2.10.2 Documentation that names the replacement product or model.

2.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**3.3 ESCALATION:**

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS **must be** SUBMITTED THIRTY (30) DAYS PRIOR to the Anniversary date. *Justification for the requested adjustment* in cost of labor and/or materials **must be supported** by *appropriate documentation* and **must be** *within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.*

**3.4 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.6 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**3.7 ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.8 INDEMNIFICATION:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504  
(astupka@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

Amie Bristol, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) copy of pricing.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.14.1 One (1) original of all submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.3 Agreement page, MANDATORY (Attachment B)

3.14.4 References (Attachment C)

**ADAMSON POLICE PRODUCTS, 10764 NOEL STREET, LOS ALAMITOS, CA 90720****PRICING SHEET C130501/B0604640 NIGP 68004**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP  
WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NOINTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO**PRICING:**

<u>ITEM DESCRIPTION</u>					ESTIMATED	ROUND/	CASE	
2.1	Cartridge:			Manufacturer	ANNUAL	UNIT	SIZE	CASE
	<u>Caliber</u>	<u>Manufacturer</u>	<u>Load</u>	<u>Stock #</u>	<u>USAGE(rounds)</u>	<u>PRICE</u>	<u>(rounds/case)</u>	<u>PRICE</u>
2.1.9	41 magnum	Winchester-Western	175 grain STHP	X41MSTHP2	1,000	\$ 0.37	500	\$ 185.00
2.1.11	44 magnum	Winchester-Western	210 grain STHP	X44MS	1,000	\$ 0.38	500	\$ 190.00

Terms: 1% 30 Net 31

Vendor Number: W000003148 X

Telephone Number: 800-824-0162

Fax Number: 800-824-0112

Contact Person: Brenda Purtell

E-mail Address: [info@adamsonpoliceproducts.com](mailto:info@adamsonpoliceproducts.com)Company Web-Site: [www.policeproducts.com](http://www.policeproducts.com)Contract Period: To cover the period ending **June 30, 2008.**



**THE HUNTING SHACK INC., 4406 RATHBUN LANE, STEVENSVILLE, MT 59870**

**PRICING SHEET C130501/B0604640 NIGP 68004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

**PRICING:**

<u>ITEM DESCRIPTION</u>					ESTIMATED	ROUND/	CASE	
2.1	Cartridge:			Manufacturer	ANNUAL	UNIT	SIZE	CASE
	<u>Caliber</u>	<u>Manufacturer</u>	<u>Load</u>	<u>Stock #</u>	<u>USAGE(rounds)</u>	<u>PRICE</u>	<u>(rounds/case)</u>	<u>PRICE</u>
2.1.6	10MM	Winchester-Western	175 grain STHP	X10MM	2,500	\$ 0.28771	1000	\$ 287.71
2.1.16	12 Ga slug	Remington	1 oz. LOW RECOIL, rifled HP	RR12RS	20,000	\$ 349.00/M	250	\$ 87.25

Terms: Net 30

Vendor Number: W000003819 X

Telephone Number: 406-777-2106

Fax Number: 406-777-3908

Contact Person: William Campbell

E-mail Address: [mail@thehuntingshack.com](mailto:mail@thehuntingshack.com)

Company Web-Site: [www.thehuntingshack.com](http://www.thehuntingshack.com)

Contract Period: To cover the period ending **June 30, 2008.**

**SAN DIEGO POLICE EQUIPMENT, 8205-A RONSON ROAD, SAN DIEGO, CA 92111**

**PRICING SHEET C130501/B0604640 NIGP 68004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

**PRICING:**

2.1	<u>ITEM DESCRIPTION</u>				ESTIMATED ANNUAL <u>USAGE(rounds)</u>	ROUND/ UNIT <u>PRICE</u>	CASE SIZE <u>(rounds/case)</u>	CASE <u>PRICE</u>
	<u>Caliber</u>	<u>Manufacturer</u>	<u>Load</u>	<u>Manufacturer Stock #</u>				
2.1.1	380 ACP	CCI/Speer	90 grain Gold Dot HP	53606	5,000	\$ 0.2041	1000	\$ 204.10
2.1.2	9X18	CCI/Speer	90 grain Gold Dot HP	03512	1,500	\$ 0.1394	1000	\$ 139.40
2.1.3	9mm	CCI/Speer	124 grain Gold Dot HP	53618	30,000	\$ 0.2296	1000	\$ 229.60
2.1.4	357 SIG	CCI/Speer	125 grain Gold Dot HP	54234	15,000	\$ 0.2671	1000	\$ 267.10
2.1.5	40 S&W	CCI/Speer	155 grain Gold Dot HP	53961	40,000	\$ 0.2475	1000	\$ 247.50
2.1.7	38 special	CCI/Speer	125 grain Gold Dot HP + P	53720	1,500	\$ 0.2314	1000	\$ 231.40
2.1.8	357 magnum	Federal	158 grain Hi-shok JHP	357E	1,500	\$ 0.3620	500	\$ 181.00
2.1.10	44 special	CCI/Speer	200 grain Gold Dot HP	03556	2,000	\$ 0.1691	1000	\$ 169.10
2.1.12	45 ACP	CCI/Speer	230 grain Gold Dot HP	53966	30,000	\$ 0.2671	1000	\$ 267.10
2.1.13	45 Long Colt	CCI/Speer	250 grain Gold Dot HP	23984	1,000	\$ 0.6884	500	\$ 344.20
2.1.14	45 GAP	CCI/Speer	185 grain Gold Dot HP	53977	1,000	\$ 0.2671	1000	\$ 267.10
2.1.15	12 Ga buck	Federal	OO tactical buckshot 9 pellet copper plated 25 3/4" shell	LE13200	8,000	\$ 0.2996	250	\$ 74.90
2.1.17	223 Rem	Federal	55 grain BTHP MATCH	T223E	30,000	\$ 0.3584	500	\$ 179.20
2.1.18	223 Rem	Federal	55 grain BTHP Bonded SP	LE223T1	1,000	\$ 0.9270	200	\$ 185.40
2.1.19	308 Win	Federal	168 grain BTHP MATCH	GM308M	8,000	\$ 0.4830	500	\$ 241.50
2.1.20	30-30 Win	Federal	150 grain flat nose SP	3030A	1,000	\$ 0.4805	200	\$ 96.10

**SAN DIEGO POLICE EQUIPMENT, 8205-A RONSON ROAD, SAN DIEGO, CA 92111**

Terms:	Net 30
Vendor Number:	W000002184 X
Telephone Number:	858-974-8500
Fax Number:	858-974-8530
Contact Person:	Ryan King
E-mail Address:	<a href="mailto:sales@sandiegopoliceequipment.com">sales@sandiegopoliceequipment.com</a>
Company Web-Site:	<a href="http://www.sandiegopoliceequipment.com">www.sandiegopoliceequipment.com</a>
Contract Period:	To cover the period ending <b>June 30, 2008.</b>